

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R.P. Ward 11/13/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jan Duh 11-27-07
 OFMB
 Oct 11-26-07 5:41 11/4/07 11/9/07

Jim J. Jantz 11/27/07
 Contract Dev. and Control
 E. Jantz 11/27/07

B. Approved as to Form and Legal Sufficiency:

This amendment complies with our review requirements.

Marlene R. Pettit 11/29/07
 Assistant County Attorney

C. Other Department Review:

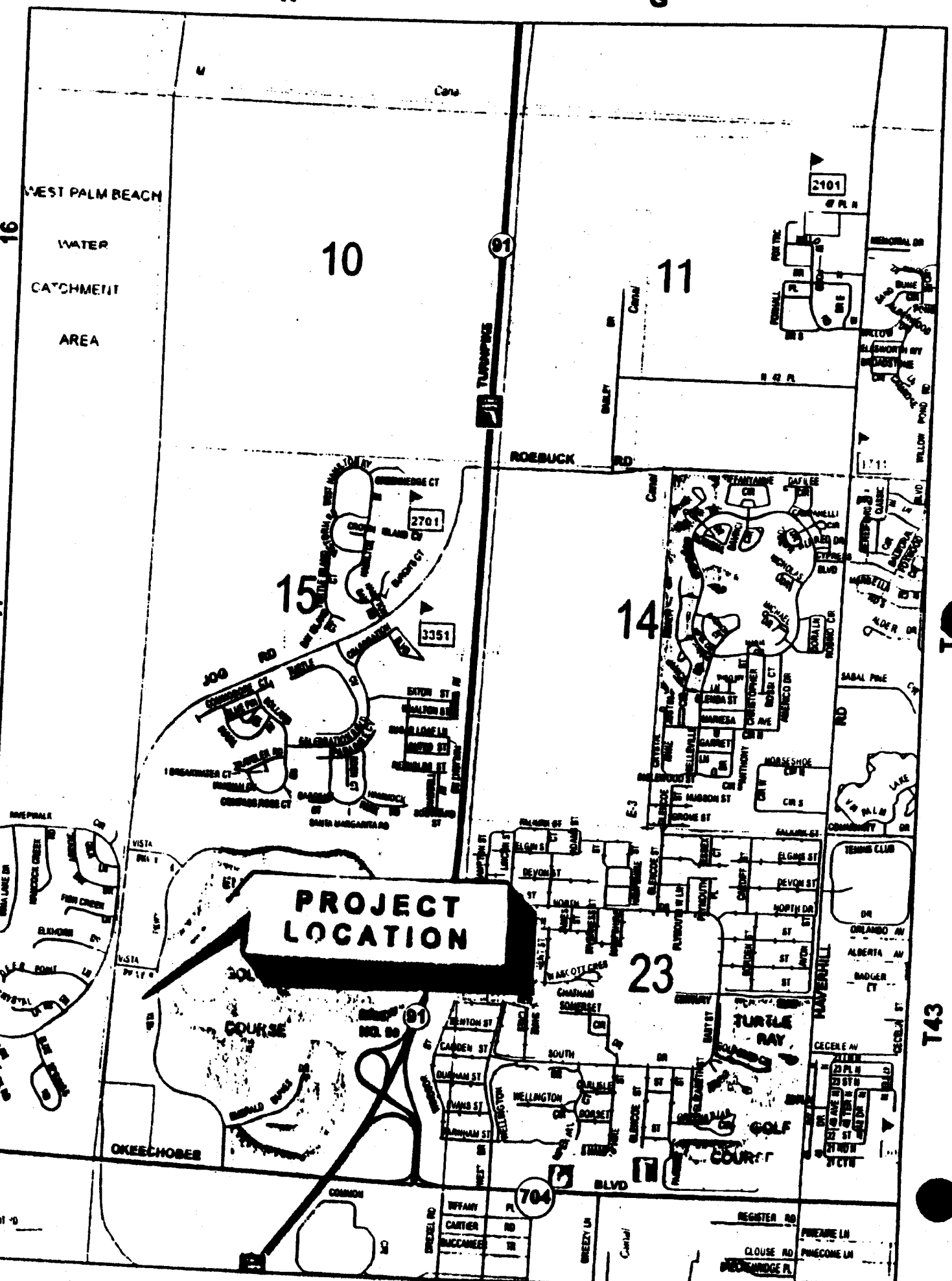
 Department Director

This summary is not to be used as a basis for payment.

7

R42
H

R42
G



T43

T43

41-0

Contract No.: AN-554
FM No: 231930-1-A8-01;
404825-1-A8-01
Vendor No: VF 596-000-783

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
JOINT PARTICIPATION AGREEMENT
AMENDMENT NUMBER THREE**

THIS AMENDMENT, made and entered into this _____ day of _____, 200____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY**, at 2300 North Jog Road, West Palm Beach, Florida 33406, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on April 7, 2003, the parties entered into a Joint Participation Agreement, hereinafter referred to as the **AGREEMENT**, wherein the **COUNTY** agreed to provide certain improvements in connection with Palm Beach County Intelligent Transportation System (ITS) Operations Facility and hereinafter referred to as **Project 231930-1-A8-01**; and

WHEREAS, the parties amended the **AGREEMENT** on **December 12th, 2006 (AMENDMENT NUMBER ONE)** and **March 19th, 2007 (AMENDMENT NUMBER TWO)**; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Joint Participation Agreement dated April 7, 2003, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 2, of Amendment Number One is amended to read as follows:

This Agreement shall continue in effect and be binding to the **COUNTY** and the **DEPARTMENT** until the **PROJECT** is completed as evidenced by the written acceptance of the **DEPARTMENT** or **June 30, 2008** whichever occurs first.

All provisions, covenants, terms and conditions of the **AGREEMENT** between the parties theretofore entered into on April 7th, 2003 and amended on December 12th, 2006, and March 19, 2007, respectively, as originally set forth therein, which have not been previously amended, and which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. _____, hereto attached.

**PALM BEACH COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
NAME: _____
TITLE: _____

BY: _____
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT

**ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER**

APPROVED: (AS TO FORM)

CLERK OR DEPUTY CLERK (SEAL)

BY: _____
DISTRICT GENERAL COUNSEL

**APPROVED AS TO FORM AND:
LEGAL SUFFICIENCY:**

APPROVED:

BY: _____
COUNTY ATTORNEY

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: Dean Muesler

RESOLUTON NO R-2007-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF AMENDMENT NO. THREE TO A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT

WHEREAS, the State of Florida Department of Transportation (FDOT) and Palm Beach County desire to amend a Joint Participation Agreement (JPA) entered into on April 7, 2003 by both parties and;

WHEREAS, Amendment No. One of the Agreement on December 12, 2006 extended the effective date from December 31, 2006 to December 31, 2007, or upon completion of the project, whichever occurs first and;

WHEREAS, Amendment No. Two of the Agreement on March 19, 2007 established a new pay item "Furniture" and reallocate funding in the amount of \$150,000 from the pay item "contingency" to the newly established pay item and;

WHEREAS, the parties now desire to amend the Agreement to extended the effective date from December 31, 2007 to June 30, 2008, or upon completion of the project, whichever occurs first and;

WHEREAS, the State of Florida has requested Palm Beach County to execute and deliver to the State of Florida Department of Transportation, the Third Amendment to the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of Palm Beach County, Florida that:

1. The County agrees to the proposed Amended No. Three, to Joint Project Agreement AN-554 with the Florida Department of Transportation and;
2. The Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the Third Amendment to the aforementioned JPA.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote as follows:

ADDIE L. GREENE, Chairperson -
JOHN F. KOONS, Vice Chair -
KAREN T. MARCUS -
ROBERT J. KANJIAN -
MARY MCCARTY -
BURT AARONSON -
JESS R. SANTAMARIA -

The Commissioner thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2007.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY,
FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

Assistant County Attorney

ADDIE L. GREENE, Chairperson

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

BY: _____
Deputy Clerk

R2003 0312

FEB 25 2003

Contract No: AN554

FM No: 231930-1-18-01

Vendor No: VF 596 000 783 135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AND

PALM BEACH COUNTY

ADVANCE / REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this 7 day April of 2003, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Palm Beach County, located at 3323 Belvedere Road, Building 503, West Palm Beach, Florida, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain improvements in connection with the Palm Beach County Intelligent Transportation System (ITS) Operations Facility, (State FM No. 231930-1-18-01), located in Palm Beach County, Florida, and hereinafter referred to as the Project; and,

WHEREAS, the DEPARTMENT is prepared to provide funding towards the Design, Construction, and Construction Administration associated with the ITS Operations Facility, in the proposed COUNTY office building located at the Northwest quadrant of the Turnpike and Okeechobee Boulevard known as the Vista Center, Parcel 22, a property owned and controlled by the COUNTY; and,

WHEREAS, said Project is funded in Fiscal Year 2004/05, under the Department's current five year work program; and,

WHEREAS, said Project shall support the State Highway System, is not revenue producing; and,

WHEREAS, the COUNTY is in a position to perform the Project on behalf of the DEPARTMENT; and;

WHEREAS, The Project shall consist of the design, construction, and construction administration services for the Palm Beach County ITS Operations Facility. The net assignable square footage of said Facility to be approximately 17,273 gross square feet. This square footage represents approximately 6.9% of the County's future offices to be located at the Vista Center, Parcel 22; and,

WHEREAS, in order to expedite the Project in advance of the DEPARTMENT's schedule, the COUNTY is prepared to provide advance funding and design, construction and construction administration for the Project pursuant to Section 339.12(4)(c), Florida Statutes; and,

WHEREAS, the DEPARTMENT will reimburse the COUNTY for Project costs incurred pursuant to the guidelines set forth in this Agreement subject to legislative budget approval, and,

WHEREAS, the completion of the Palm Beach County ITS Operations Facility is in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and,

WHEREAS, the COUNTY is authorized to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT agrees to reimburse the COUNTY for the Project improvements subject to legislative budget approval. The DEPARTMENT will make reasonable efforts to ensure that the Federal Funds designated for this Project are made available pursuant to this Agreement. In the event the Federal government does not appropriate a part or all of the funding, then the DEPARTMENT will make reasonable efforts to obtain state funds. However, the parties hereto acknowledge that such reasonable efforts may not be successful.
3. The COUNTY shall provide all design (except as provided for in paragraph 4), construction and construction administration services necessary for completion of the Project and shall obtain any permits necessary to complete the Project.
4. Project design shall be developed by the COUNTY's Architect with Schematic Design services provided by the DEPARTMENT's Consultant. The DEPARTMENT shall provide the COUNTY with an ITS Operations Facility Master Plan which will serve to provide the Project conceptual design including minimum requirements to define the

functional and physical criteria for the facility. Included in the Master Plan will be a program defining the area requirements for the various elements associated with the facility, any special interior features required, special lighting requirements, HVAC, power, fire protection, security requirements, system display requirements, system communication and control requirements, and any other unique requirement associated with the ITS facility. The Master Plan shall include a conceptual facility layout based upon an outline floor plan provided by the COUNTY. The Master Plan shall include a facility communication/control systems architecture design. All of the information included in the Master Plan shall be of sufficient detail to serve as direct and meaningful input into the final design of the facility. The DEPARTMENT's Consultant shall be made available to meet with the COUNTY's Architect for coordination purposes and to provide input and review of the final design.

The COUNTY shall coordinate with the DEPARTMENT and its consultants concerning all equipment to be procured, including technical special provisions, so that when completed, the ITS Operations Facility will be operational and State of the Art.

All equipment incorporated into the ITS Operations Facility shall become the property of the COUNTY. The cost of repair or replacement to equipment within the Facility shall be as agreed pursuant to a separate agreement between the COUNTY and the DEPARTMENT.

5. The COUNTY shall be responsible for the development, award, and management of all related contracts for the Project in accordance with the approved plans and specifications resulting from the design phase. The responsibilities include, but are not limited to, site development, building construction and construction administration for the Project.
6. The COUNTY shall advertise and award all contracts in accordance with its approved procedures and practices. The DEPARTMENT shall have the right of reasonable access to the construction site to review construction and construction management activities; however, the COUNTY shall have the sole authority to manage and direct the contractors, and to perform all construction inspection.
7. The DEPARTMENT shall reimburse the COUNTY for Project related costs in proportion to the building space allocated to the ITS Operations Facility plus all costs unique to and required to support the ITS Operations Facility. The portion of the overall building space (251,000 square feet) assignable to the ITS Operations Facility is estimated at 17,273 square feet gross. Therefore, the chargeable portion is $17,273/251,000 = 6.9\%$.

The DEPARTMENT'S portion of Project costs are estimated as follows:

Design/Construction Administration	
1a. Site/Building	\$ 193,273.00
1b. ITS Specialty	\$ 45,320.00
Construction	
2a. Site Development	\$ 124,200.00
2b. Parking	\$ 860,000.00
2c. ITS specific infrastructure	\$ 50,000.00
2d. Building	\$2,159,125.00
2e. ITS Specialty Fit-up	\$ 300,000.00
2f. ITS Equipment/Systems	\$2,000,000.00
2g. Telephone System	\$ 69,000.00
Other	
3a. Miscellaneous	\$ 33,400.00
3b. Contingency (15%)	\$ 875,000.00
Total Project Estimate	\$6,709,318.00

The Project estimate is based upon the following assumptions:

- 1a. **Design/CA for Site/Building** – The Architect's fee for design services including civil, mechanical, electrical, plumbing, and structural engineering and construction administration services (excluding programming) is \$2,801,063.00. The ITS proportion is $\$2,801,063.00 \times 6.9\% = \$193,273.00$.
- 1b. **Design/CA for ITS Specialty** – The Architect's fee for design for the ITS Specialty area (beyond regular office space design) is \$ 45,320.00.
- 2a. **Site Development Construction** – The Architect estimates the site development costs at \$1,800,000.00. The ITS proportion is $\$1,800,000.00 \times 6.9\% = \$ 124,200.00$.
- 2b. **Parking** – 86 spaces are required per code for the ITS portion of the building. The Architect estimates the costs of a parking space in the garage is \$10,000.00/space. 86 spaces x \$10,000.00/space = **\$860,000.00**.
- 2c. **ITS specific infrastructure** – An allowance for specialty ITS communications infrastructure (conduit runs, manholes, etc.) is \$50,000.00.
- 2d. **Building Construction** – The Architect estimates the building construction cost at \$125/sq. ft. for standard office space. The ITS portion is $\$125/\text{sq. ft.} \times 17,273 \text{ sq. ft.} = \$2,159,125.00$.